

# SERVICES AGREEMENT

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This Olive Oil Milling Services Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ (mm/dd/yyyy), by and between Farquar Family Winery and \_\_\_\_\_ ("Customer" - Please print name).

## The Parties agree as follows:

### 1. Services

- A) Subject to the terms of this Agreement, Farquar Family Winery will inspect the Customer's Olives (the "Olives") to ensure quality (see Right to Refuse).
- B) Farquar Family Winery shall use its labor and equipment to mill Customer's Olives and extract the Oil therefrom (the "Services"). The Services shall be performed after the Customer has delivered the Olives to Farquar Family Winery on site.
- C) Customer agrees to pay Farquar Family Winery for Services as agreed to by authorized representatives of Farquar Family Winery and the Customer.
- D) The customer agrees to pay a \$150 Reservation Fee due prior to milling. This covers the cost of making a reservation as well as olive mill setup, water usage, power usage, waste disposal, and cleanup.
- E) The cost of milling (Milling Fee) is \$0.50 per pound of Olives weighed prior to the commencement of milling.
- F) The Milling Fee is due at completion of milling and pick up of Oil.
- G) Only credit, debit cards, and cash are accepted for payment of Milling Fee.

### 2. Right to Refuse and Olive Fly

- A) Farquar Family Winery has the right to refuse service for any reason.
- B) Notwithstanding any other provision of this Agreement to the contrary, Farquar Family Winery shall have the right to refuse to mill any Olives whose condition it

deems, in its sole discretion, to be unsatisfactory. If Farquar Family Winery makes this determination, it shall promptly notify the Customer that his/her Olives will not be milled. In particular, the Customer is encouraged to be vigilant about the Olive Fruit Fly. It is the responsibility of the Customer to pay for the time Farquar Family Winery has spent to determine condition of the Olives for milling.

C) Acceptance of Olives for milling is in no manner a quality evaluation or guarantee by Farquar Family Winery.

### **3. Storage**

A) Customer is responsible for storage of Olives and Olive Oil products prior to milling.

### **4. Risk of Loss**

A) Farquar Family Winery and the Customer agree that at all times the Customer shall bear the risk of loss to the Olives or to any Oil that is extracted, which is not the result of any negligence on the part of Farquar Family Winery. This clause applies to unexpected mechanical or electrical failures of the mill.

B) Mechanical/electrical failure of the olive mill or unexpected technician illness or other unavailability may result in a delay of scheduled milling. If the cause of the delay can be resolved within 24 hours of production interruption, milling will be resumed as planned. If a milling delay of more than 24 hours is anticipated, Farquar Family Winery will assist the Customer in locating an alternative milling venue, although Farquar Family Winery cannot guarantee the availability of alternative sites due to the limited number of local olive mills, heavy scheduling of those mills, and the frequency of mechanical/electrical issues common to all imported olive mills. Transport of the Customer's Olives to an alternative mill will be the Customer's responsibility.

C) If Farquar Family Winery cannot mill the Customer's Olives as arranged, the Customer's Reservation Fee and Milling Fee will be returned in full. If equipment/milling failure occurs in the midst of milling Olives, the Customer's refund will be prorated based on the amount of Olives successfully milled.

D) Farquar Family Winery cannot guarantee the amount the Oil based on weight as this is subject to olive variety and degree of ripeness.

### **5. Performance and Services**

A) Farquar Family Winery hereby represents and warrants to the Customer that it shall perform the Services in a professional manner in compliance with California

Department of Public Health (CDPH) Food and Drug Branch (FDB) Processed Food Registration (PFR).

**6. Olive Delivery and Waste**

- A) Customer will deliver Olives in 5-gallon containers and provide food grade containers or fustis for milled Oil.
- B) Waste disposal is included in the Reservation Fee.

**7. Optional Services**

- A) Filtering of Oil with the use of a CPE/Plate filter from Mori-TEM (based in Italy) will cost at a minimum of \$40. The final cost is To Be Determined; it will be based on crop size and condition.
- B) .I have read and understand the Services Agreement and all of my questions have been answered to my satisfaction.

**Printed Name**

**Address**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Billing Address**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Email**